



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 10 TO AGREEMENT NOS. H-205962,
H-205964, H-205965 AND H-205967 FOR OVERFLOW MEDICAL RECORDS
CODING AND ABSTRACTING SERVICES AT FIVE DEPARTMENT OF
HEALTH SERVICES FACILITIES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve an increase in the maximum obligation of the existing agreements by an additional \$2,299,535 effective date of Board approval through January 31, 2006, for a total maximum obligation of \$9,328,982 to cover an anticipated increase in the cost of necessary contract services at Olive View/UCLA Medical Center, LAC+USC Healthcare Network, and Martin Luther King, Jr./Drew Medical Center.
2. Approve and instruct the Director, or his designee, to execute four overflow medical records coding and abstracting services agreement amendments with Hospital Employee Labor Pool (H-205962), Ladera Career Paths (H-205964), Associated Record Technical Services dba ARTS, Inc. (H-205965) and Jenn International, Inc. dba Jenn International Personnel Agency (H-205967), on a month-to-month basis, with rates to remain the same, effective February 1, 2006 through January 31, 2007, at a total maximum County cost of \$14,420,684.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Olive View/UCLA Medical Center (OV/UCLA), LAC+USC Healthcare Network (LAC+USC), and Martin Luther King Jr./Drew Medical Center (MLK/Drew) have experienced a significant increase in the necessity to use contract medical records coders because of an increased shortage of County staff to complete the work, the need to ensure the proper review of records, maintain quality assurance of

coding and abstracting, and the need to comply with more stringent State requirements on timeframes for release of patient records. Failure to address these issues could also result in State and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) citations, and possible HIPAA violations, for failing to meet certain requirements, including providing patients with copies of their medical record as required by State and Federal laws. At this time, the Department has not exceeded the current maximum obligation of \$7,029,447. However, based on projected utilization, it is anticipated that without the requested increase in the contract sum, the facilities will exceed the maximum obligation.

The term extension will extend the respective terms of the contracts under the same terms and conditions specified in the existing agreements for the continued provision of medical records coding and abstracting services at Harbor-UCLA Medical Center, including Coastal Cluster Health Centers, LAC+USC, including Network Health Centers, MLK/Drew, including South/West Health Centers, OV/UCLA Medical Center, and Rancho Los Amigos National Rehabilitation Center.

Board approval of the recommended actions will ensure uninterrupted medical records coding and abstracting services at Department of Health Services' facilities, and allow additional time to review workload changes and the potential impact of the medical record classification study on the Request for Proposals (RFP) competitive solicitation process which was released in June 2004.

The four existing agreements are slated to expire on January 31, 2006.

FISCAL IMPACT/FINANCING:

The County's total maximum cost for the existing four agreements, shall be increased by \$2,299,535 from the date of Board approval through January 31, 2006 for a total maximum cost of \$9,328,982.

Amendment No. 10 provides a total maximum cost for the 12-month extension period of February 1, 2006 through January 31, 2007 of \$14,420,684.

Funding is included in the Department's FY 2005-06 Final Budget and will be requested as a continuing appropriation in FY 2006-07.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Medical records coding and abstracting services are specialized diagnostic and operative coding and abstracting services, including tumor registry coding and abstracting, and cancer surveillance reporting. Patients' medical records are audited, coded and abstracted in accordance with established numerical coding systems and special hospital coding systems.

Without proper coding of these procedures, DHS would not be reimbursed for various medical procedures. On June 25, 1996, the Board approved six agreements with six firms to provide medical record coding and abstracting services. On May 5, 1998, the Board approved Amendment No. 1 to add High Desert Health System as a delivery site. Subsequently, Amendment Nos. 2 through 6 were approved by the Board during the period of December 5, 2000 through June 18, 2004, extending the term with no increase to the payment provisions.

Amendments No. 7 and 8 were approved by the Board during the period of June 15, 2004 through May 17, 2005, extending the term of the agreements through January 31, 2006 to allow additional time to review workload changes and the potential impact of the medical record classification study on the RFP released in June 2004.

The RFP was released on June 18, 2004. By the September 28, 2004 deadline for proposal submissions, 43 proposals were received from nine agencies. The phase one evaluation process was completed and 34 proposals passed. The Department has submitted its avoidable cost analysis to the Auditor-Controller for review and validation.

The existing Contractors are in compliance with all Board and County Counsel requirements. Contract monitoring functions will continue to be performed by the Medical Records Director at each medical facility.

Attachments A and B provide additional information. The attached amendments (Exhibits I through IV) have been approved as to form by County Counsel.

CONTRACTING PROCESS:

An RFP solicitation was released on June 18, 2004 and was conducted in accordance with Section 44.7 of the County Charter, and implemented by Section 2.121.250 et seq. of the Los Angeles County Code which permits the County to contract with the private sector when it is more economically feasible.

A term extension is needed to allow additional time to determine the continuation of the competitive solicitation process.

Amendment No. 10 will extend the term of the agreements an additional 12 months, on a month-to-month basis.

It is not appropriate to advertise amendments to agreements on the Los Angeles County Web Site as a business opportunity.

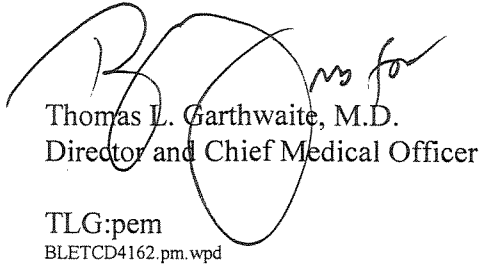
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendments will ensure the continued provision of necessary medical records coding and abstracting services at DHS' facilities.

The Honorable Board of Supervisors
December 8, 2005
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pem
BLETCD4162.pm.wpd

Attachments (6)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AMENDMENTS1. TYPE OF SERVICE:

Overflow medical records coding and abstracting services at DHS' facilities.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

Agreement No. H-205962
Hospital Employee Labor Pool
5400 Orange Avenue, Suite 200
Cypress, California 90630
Attention: Teri Carter
Telephone: (714) 243-3510
Facsimile: (714) 243-3505

Agreement No. H-205964
Ladera Career Paths
6820 La Tijera Blvd., Suite 217
Los Angeles, California 90045
Attention: Anna Little
Telephone: (310) 568-0244
Facsimile: (310) 568-8202

Agreement No. H-205965
Associated Record Technical Services
dba ARTS, Inc.
600 Corporate Pointe, Suite 1150
Culver City, California 90230
Attention: Nzingha Asantewa Ali
Telephone: (310) 641-7446
Facsimile: (310) 641-1208

Agreement No. H-205967
Jenn International, Inc.,
dba Jenn International Personnel Agency
3250 Wilshire Blvd., Suite 926
Los Angeles, California 90010
Attention: Jennifer Oracion
Telephone: (213) 388-1688
Facsimile: (213) 388-9685

3. TERM:

Amendment No. 10 provides a total maximum cost for the 12-month extension of \$14,420,684 for February 1, 2006 through January 31, 2007. Funding is included in the Department's FY 2005-06 Budget and will be requested as a continuing appropriation in FY 2006-07.

4. FINANCIAL INFORMATION:

Amendment No. 10 to the four agreements provides a maximum cost for services of \$14,420,684.

<u>DHS Facility</u>	<u>FY 2006-07</u> <u>2/1/06 - 1/31/07</u>
Harbor/UCLA MC	\$ 1,087,869
Harbor/UCLA CHC & HC	\$ 283,209
LAC+USC	\$ 3,840,000
LAC+USC CHC & HC	\$ 1,848,000
Juvenile Court Health Services	\$ 67,000
MLK	\$ 4,258,000
MLK CHC	\$ 842,000
Olive View/UCLA MC	\$ 1,810,606
Rancho	\$ 384,000
TOTAL	\$14,420,684

5. ACCOUNTABLE FOR MONITORING:

Medical Records Directors at each facility.

6. APPROVALS:

Department of Health Services:
Contract Administration:
County Counsel:

Fred Leaf, Chief of Operations
Irene E. Riley, Director
Christina A. Salseda, Deputy County Counsel

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3250 Wilshire Blvd., Suite 926
Los Angeles, California 90010
Attention: Jennifer Oracion
Telephone: (213) 388-1688
Facsimile: (213) 388-9685

3. TERM:

July 1, 2005 through January 31, 2006.

4. FINANCIAL INFORMATION:

The County's total maximum cost for the existing four agreements (Amendment No. 8) shall be increased by \$2,299,535 for a total maximum cost of \$9,328,982 for the July 1, 2005 through January 31, 2006 period.

<u>DHS Facility</u>	<u>Amendment No. 8</u>	<u>Increase</u>	<u>Projected Total</u>
Harbor/UCLA MC	\$ 832,795	- 0 -	\$ 832,795
Harbor/UCLA CHC & HC	\$ 217,000	- 0 -	\$ 217,000
LAC+USC	\$2,186,333	\$1,004,667	\$3,191,000
LAC+USC CHC & HC	\$ 964,250	\$ 32,750	\$ 997,000
MLK/Drew	\$1,663,195	\$ 642,805	\$2,306,000
MLK/Drew CHC	\$ 375,374	\$ 129,626	\$ 505,000
Olive View/UCLA	\$ 566,500	\$ 489,687	\$1,056,187
Rancho	\$ 224,000	- 0 -	\$ 224,000
	<u>\$7,029,447</u>	<u>\$2,299,535</u>	<u>\$9,328,982</u>

5. ACCOUNTABLE FOR MONITORING:

Medical Records Directors at each facility.

6. APPROVALS:

Department of Health Services: Fred Leaf, Chief of Operations

Contract Administration: Irene E. Riley, Director

County Counsel: Christina A. Salseda, Deputy County Counsel

Contract No. H-205962

OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day of
_____, 2006,

by and between the
and

COUNTY OF LOS ANGELES
(hereafter "County"),

HOSPITAL EMPLOYEE LABOR POOL
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
MEDICAL CENTERS", dated June 25, 1996, and further identified as
County Agreement No. H-205962, and Amendment Nos. 1 through 9
(all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 1, 2006;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through January 31, 2007 unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective February 1, 2006.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on January 31, 2007.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"46. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing

on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

5. That Paragraph 59 (CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE) shall be added to the Agreement as follows:

"59. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit C, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material

breach subjecting it to either contract termination or
debarment proceedings or both. (County Code Chapter
2.202)"

4. Except for the changes set forth hereinabove, Agreement
shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical
Officer

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

HOSPITAL EMPLOYEE LABOR POOL
Contractor

By _____
Deputy

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMEND10-3811.pem
12/9/05

Contract No. H-205964

OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day of

_____, 2006,

by and between the

COUNTY OF LOS ANGELES

(hereafter "County"),

and

LADERA CAREER PATHS

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205964, and Amendment Nos. 1 through 9 (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 31, 2006; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of twelve (12) additional months through January 31, 2007 unless sooner terminated; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective February 1, 2006.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on January 31, 2007.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

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A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing

on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical
Officer

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

LADERA CAREER PATHS
Contractor

By _____
Deputy

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMEND10-3812pem
12/9/05

Contract No. H-205965

OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day of

_____, 2006,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ASSOCIATE RECORD TECHNICIAN
SERVICES DBA ARTS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205965, and Amendment Nos. 1 through 9 (all hereafter referred to as "Agreement"); and

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C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

5. That Paragraph 59 (CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE) shall be added to the Agreement as follows:

"59. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit C, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material

breach subjecting it to either contract termination or
debarment proceedings or both. (County Code Chapter
2.202)"

6. Except for the changes set forth hereinabove, Agreement
shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical
Officer

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

ASSOCIATE RECORD TECHNICIAN
SERVICES DBA ARTS, INC.
Contractor

By _____
Deputy

By _____
Name _____

APPROVED AS TO CONTRACT
ADMINISTRATION:

Title _____
(AFFIX CORPORATE SEAL HERE)

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMEND10-3813.pem
12/9/05

OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day of

_____, 2006,

by and between the
and

COUNTY OF LOS ANGELES
(hereafter "County"),

JENN INTERNATIONAL, INC.
DBA JENN INTERNATIONAL
PERSONNEL AGENCY (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
MEDICAL CENTERS", dated June 25, 1996, and further identified as
County Agreement No. H-205967, and Amendment Nos. 1 through 9
(all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 31, 2006;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through January 31, 2007 unless sooner terminated; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective February 1, 2006.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on January 31, 2007.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"46. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing

on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of

the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided

by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

5. That Paragraph 59 (CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE) shall be added to the Agreement as follows:

"59. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit C, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with

its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical
Officer

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

JENN INTERNATIONAL, INC.
DBA JENN INTERNATIONAL
PERSONNEL AGENCY
Contractor

By _____
Deputy

By _____
Name _____

APPROVED AS TO CONTRACT
ADMINISTRATION:

Title _____
(AFFIX CORPORATE SEAL HERE)

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMEND10-3810.pem
12/9/05